

**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
INVITATION FOR BID**

**AMENDMENT NO. 001
IFB NO. 063006-001
TITLE: DATA RESEARCH SERVICES
ISSUE DATE: 06/30/06**

**REQ#: NR 419 20002000005
BUYER: Robin Renfrow
PHONE NO.: (573) 526-4514
E-MAIL: robin.renfrow@ded.mo.gov**

RETURN BID NO LATER THAN: 07/14/06 AT 5:00 PM

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package.

RETURN BID AND AMENDMENT(S) TO:

**Department of Economic Development
301 WEST HIGH STREET, ROOM 680
PO BOX 1157
JEFFERSON CITY MO 65102-0809**

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by this and any previously issued IFB amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued IFB amendment(s) and the original IFB document. The bidder agrees that the language of the original IFB as modified by this and any previously issued IFB amendments shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this IFB amendment is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
VENDOR NO. (IF KNOWN)		FEDERAL EMPLOYER ID NO.
PHONE NO.	FAX NO.	E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:			
CONTRACT NO.		CONTRACT PERIOD	
BUYER	DATE	DIRECTOR	

PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE FOLLOWING REVISIONS:**1. CLOSING DATE:**

As Stated: Return Bid No Later Than: 07/12/06 at 2:00 PM

Change To: Return Bid No Later Than: 07/14/06 at 5:00 PM

2. REQUIREMENT CHANGES:

The following paragraphs have been revised:

- Paragraph 3.1.1 –removed EIDC data standards. Changed wording as listed.

3. Exhibit A

The following tables have been removed from the required Listing and placed in the optional listing:

004	Table 3: Leading Employers	Each	\$
005	Table 5: Military Bases	Each	\$
006	Table 6: Research Base	Each	\$
007	Table 7: Higher Education, 4-Yr Institutions	Each	\$
008	Table 8: Higher Ed. Resources, Community Colleges	Each	\$
009	Table 9: Vocational/Technical Center Resources	Each	\$
010	Table 11: Occupational Wage Data	Each	\$
011	Table 13: Labor-Management Relations	Each	\$
012	Table 14: Transportation	Each	\$
013	Table 19: Government	Each	\$



**STATE OF MISSOURI
DEPARTMENT OF ECONOMIC DEVELOPMENT
INVITATION FOR BID**

**REQ: Mason 001
IFB NO. 063006-001
TITLE: DATA RESEARCH SERVICES
ISSUE DATE: 06/28/06**

**BUYER Robin Renfrow
PHONE NO.: (573) 526-4514
E-MAIL: robin.renfrow@ded.mo.gov**

RETURN BID NO LATER THAN: 07/12/06 AT 5:00 PM

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package.

RETURN BID TO: Department of Economic Development
301 WEST HIGH STREET, ROOM 680
PO BOX 1157
JEFFERSON CITY MO 65102-0809

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT
Jefferson City, Missouri**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 11/08/01). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Department of economic Development or when this IFB is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
VENDOR NO. (IF KNOWN)		FEDERAL EMPLOYER ID NO.
PHONE NO.	FAX NO.	E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:			
CONTRACT NO.		CONTRACT PERIOD	
BUYER	DATE	DIRECTOR	

1. INTRODUCTION

1.1 Purpose:

1.1.1 This document constitutes an invitation for sealed bids from prospective bidders to establish a contract to provide research data for, populate, create demographic maps and maintain a Web-based database application for the Department of Economic Development, hereinafter referred to as "agency," in accordance with the requirements and provisions stated herein.

1.2 Bidder's Contacts:

1.2.1 Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc. to the buyer of record indicated on the first page of this IFB. Bidders and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Bidders and their agents who have questions regarding this matter should contact the buyer of record.

1.3 Background Information:

1.3.1 A Missouri Location One Internet site has been developed and will house data about communities. The Missouri Location One Internet site is intended to be a source of information about a community for prospective businesses to access when trying to decide where to locate, do business, or find resources. The data fields have been developed and need to be populated with data. The successful bidder(s) awarded a contract as a result of this IFB will provide data to the Missouri Department of Economic Development, in Microsoft Access or Excel format, which will be used to populate the specifically defined data fields on the Missouri Location One Internet site.

1.3.2 The data provided will be made publicly available through the Missouri Location One Internet site. The successful bidder(s) will need to obtain all rights to the data and place it in a Web Based format. The successful vendor shall update the data on a routine basis. A portion of the data may be requested right away and a portion may be done in the July 1, 2006 through June 30, 2007 period.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract Period:

2.1.1 The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department of Economic Development shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Department of Economic Development exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.2 Price:

2.2.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.3 Contractor Liability:

2.3.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes

the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

2.3.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

2.3.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.4 Termination:

2.4.1 The Department of Economic Development reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Department of Economic Development, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.5 Subcontractors:

2.5.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors.

2.6 Assignment:

2.6.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department of Economic Development.

2.6.2 The contractor shall agree and understand that, in the event the Department of Economic Development consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.

2.7 Contractor Status:

2.7.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.8 Coordination:

2.8.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Department of Economic Development throughout the effective period of the contract.

2.9 Property of State:

2.9.1 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri or the State of Missouri shall have the right to use, disperse, and make available the reports, documentation, and materials developed or acquired by the contractor and provided to the state agency. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

2.10 Contract Extension:

2.10.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department of Economic Development reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the state and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

2.11 Contract Award/Entire Agreement:

2.11.1 The contractor shall agree and understand that the award of a contract shall not be construed as an exclusive arrangement and further shall agree that the State of Missouri may secure identical and/or similar services from other sources at any time in conjunction with or replacement of the contractor's service.

2.11.2 A binding contract shall consist of: (1) the IFB, and amendments thereto, (2) the contractor's bid, and (3) DED's acceptance of the bid by "notice of award."

2.11.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DED or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

3. CONTRACTOR PERFORMANCE REQUIREMENTS

3.1 General Requirements:

PARAGRAPH REVISED BY AMENDMENT #001

3.1.1 The contractor shall provide data specified in Attachment A (Data Request) for the agency's statewide national site selection project.

3.1.2 The contractor shall provide Web based data that will be incorporated by the state agency into the state government's Missouri LocationOne Internet site. LocationOne will be available publicly to site users without cost. Individual communities will also have the option of displaying LocationOne data for their area on linked local websites. All data that the contractor provides should therefore be in the public domain or fully licensed for this Internet application.

- a) Common source data is required.
- b) Must include a Web based, password accessible analytical tool for demographic analysis that includes mapping capabilities.
- c) Where census-based data is used, enhanced data with Applied Geographic Solutions as source is highly preferable.
- d) Automated, real-time updates are required.
- e) Subscriptions and rights purchasing is required.
- f) Intuitive reporting and mapping functions are necessary.
- g) The ability to create custom variables, create custom polygons, perform batch geo-coding, apply geography filters, and access traffic volume reports is required.
- h) The ability to generate labor shed reports by drive time is required.
- i) Automated data aggregation is required to create custom geographies.
- j) Customization functionality for reports and mapping is required.
- k) Web-accessible service is required.
- l) Nationwide data and reporting capabilities are required.
- m) Solution should drastically minimize the time/cost associated with producing required information.
- n) Ability to download data in Excel and PDF Formats required.

3.1.3 All data should include its sources and a schedule of when updated data will be provided. The agency desires a minimum of once per year unless the data hasn't changed.

3.1.4 The data must be Standards-compliant secondary data for the following:

a. 114 Missouri counties, the City of St. Louis (treated as a county in federal data), the four (4) Kansas counties within Metropolitan Kansas City, the five (5) Illinois counties with Metropolitan St. Louis, and the State of Missouri as a whole including all of Missouri as well as the nine (9) Illinois and Kansas counties in Metropolitan St. Louis and Kansas City;

b. Aggregated metropolitan data for the Kansas City, St. Louis, Springfield, Joplin, St. Joseph and Columbia multi-county metropolitan areas; and

c. All additional counties bordering the State of Missouri.

3.2 Other Requirements:

3.2.1 Unless otherwise specified herein, the contractor shall be responsible for furnishing all materials, labor, facilities, equipment, and supplies necessary to perform the services required herein.

3.2.2 The contractor shall fully coordinate his or her activities in the performance of the contract with those of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency throughout the effective period of the contract.

3.2.3 The contractor shall understand and agree that travel time and/or mileage to and from the state agency shall neither be invoiced nor reimbursed.

3.2.4 The contractor shall conduct a data-training workshop for end-users in Jefferson City upon request by the DED.

4. BIDDER INSTRUCTIONS AND REQUIREMENTS

4.1 Preparation and Submission of Bids:

4.1.1 Organization: In order to provide optimal readability of their bid by the evaluators, bidders are strongly encouraged to organize their bid as follows:

- Signed IFB Cover Page(s)
- Table of Contents
- Transmittal Letter/Executive Summary
- Exhibit A - Cost
- Exhibit B - Proposed Method of Performance
- Exhibit C - Experience, Expertise and Reliability
- Exhibit D - Other Requested Information

4.1.2 Conciseness/Completeness of Response: It is highly desirable that the bidder respond in a complete, but concise manner. It is the bidder's sole responsibility to submit information in their response as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the bidder's response. The bidder's failure to submit such information may cause an adverse impact on the evaluation of their bid. Unnecessary information should be excluded from the bidder's response.

4.1.3 Electronic Responses: If the bidder is responding electronically through the Online Bidding website, the bidder should submit completed exhibits, forms, and any other relevant information the bidder desires to submit concerning their bid as an attachment to their electronic bid. Specific instructions for submitting electronic attachments are included in the Online Bidding website. Include the bid number, company name, and a contact name on any attachments submitted with the electronic bid.

- a. The exhibits and forms (Exhibits A through D) provided herein can be saved into a word processing document of the bidder's own creation, completed by the bidder, and then attached to the electronic submission. Other requested or required information should be attached to the electronic bid in whatever format the bidder desires.

- b. Exhibits, forms and other information may also be submitted through mail or courier service. However, any such submission must be received prior to the specified closing date and time and should reference the applicable bid number.

Note: Failure to provide the information requested in the exhibits that relate to the specified evaluation criteria will at least result in minimal consideration and may result in rejection of the bid.

4.1.4 Copies: The bidder's bid should include an original document, plus one (1) copy for a total of two (2) documents. Both the original and the copies should be printed on recycled paper and double sided.

4.1.5 Imaging Ready: All bid responses are scanned into the Department of Economic Development imaging system after award of the IFB. In preparing their response, bidders should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids. Glue bound materials should not be used.

4.1.6 Open Records: The bidder's response shall be considered an open record pursuant to RSMo (Revised Statutes of the State of Missouri) Section 610.021 upon the official opening of the bids. The bidder shall not submit their response as proprietary or confidential unless the proprietary or confidential nature of the material is provided for in the above reference statute. Proprietary or confidential portions of the bidder's response allowed by the statute shall be separated, sealed and clearly marked as confidential. Also, the bidder shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.

4.2 Bid Evaluation/Contract Award:

4.2.1 Evaluation Criteria: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below:

Cost	50%
Method of Performance	25%
Experience, Expertise and Reliability	25%

4.2.2 Cost Evaluation: The evaluation of cost shall cover the original contract period plus renewal periods.

4.2.3 Subjective Evaluation: The evaluation of the bidder's experience, expertise and reliability as well as their proposed method of performance shall be subjective based on fact. Information provided by the bidder in response to the exhibits of this IFB, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

4.2.4 Question and Answer Conference: After an initial screening process, a question and answer conference may be conducted with the bidder, if deemed necessary. In addition, the bidder may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the bidder's own expense. All arrangements and scheduling shall be coordinated by the Department of Economic Development.

4.3 Bidders Response to Evaluative Criteria

4.3.1 Cost: The bidder must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the IFB. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the IFB's requirements. Therefore, the successful bidder shall be responsible for any additional costs.

4.3.2 Method of Performance: The bidder should provide information relative to the bidder's proposed method of performance, especially information as it relates to the requirements of this IFB. It is highly desirable that the bidder respond to the information requested in Exhibit C for purposes of evaluating the bidder's proposed method of performance.

4.3.3 Experience, Expertise and Reliability: The bidder should provide information relative to the bidder's proposed experience, expertise and reliability, especially information as it relates to the requirements of this IFB. It is highly desirable that the bidder respond to the information requested in Exhibit B for purposes of evaluating the bidder's experience, expertise and reliability.

4.4 Other Requested Information:

4.4.1 The bidder should respond to the information requested in Exhibit D, Other Information.

EXHIBIT A
COST (PRICING PAGE)

EXHIBIT REVISED BY AMENDMENT #001

A.1 REQUIRED PRICING

The bidder must provide below (or in a form similar to the pricing table below) a firm, fixed price for each item to meet all requirements, terms, conditions and provisions stated herein:

LINE ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
001	Table 1: Demographics Characteristics	Each	\$
002	Table 2: Labor Force Characteristics	Each	\$
003	Table 10: Average Annual Wage by Industry	Each	\$

The bidder may provide below (or in a form similar to the pricing table below) a firm, fixed price for each item if available to meet all requirements, terms, conditions and provisions stated herein:

004	Table 3: Leading Employers	Each	\$
005	Table 5: Military Bases	Each	\$
006	Table 6: Research Base	Each	\$
007	Table 7: Higher Education, 4-Yr Institutions	Each	\$
008	Table 8: Higher Ed. Resources, Community Colleges	Each	\$
009	Table 9: Vocational/Technical Center Resources	Each	\$
010	Table 11: Occupational Wage Data	Each	\$
011	Table 13: Labor-Management Relations	Each	\$
012	Table 14: Transportation	Each	\$
013	Table 19: Government	Each	\$
014	Table 15: Taxation	Each	\$
015	Table 16: Occupancy/Supply	Each	\$
016	Table 17: Utilities Serving Major Industrial/Office Areas	Each	\$
017	Table 18: Environmental	Each	\$
018	Table 20: International Resources	Each	\$
019	Table 21: Quality-of-Life	Each	\$

A.2 RENEWAL OPTIONS FOR ALL PRICING

The Department of Economic Development shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum of four (4) additional years.

The bidder must indicate below the maximum price applicable to the renewal option years. If a dollar amount is not quoted (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

The amounts indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

Indicate below the maximum unit prices to be charged for each renewal period. Note that these maximum prices can reflect price increases or decreases over the original contract prices.

Item/Description	1 st Renewal Period Maximum Unit Cost	2 nd Renewal Period Maximum Unit Cost	3 rd Renewal Period Maximum Unit Cost	4 th Renewal Period Maximum Unit Cost
Item 001:	\$	\$	\$	\$
Item 002:	\$	\$	\$	\$
Item 003:	\$	\$	\$	\$
Item 004:	\$	\$	\$	\$
Item 005:	\$	\$	\$	\$
Item 006:	\$	\$	\$	\$
Item 007:	\$	\$	\$	\$
Item 008:	\$	\$	\$	\$
Item 009:	\$	\$	\$	\$
Item 010:	\$	\$	\$	\$
Item 011:	\$	\$	\$	\$
Item 012:	\$	\$	\$	\$
Item 013:	\$	\$	\$	\$
Item 014:	\$	\$	\$	\$
Item 015:	\$	\$	\$	\$
Item 016:	\$	\$	\$	\$
Item 017:	\$	\$	\$	\$
Item 018:	\$	\$	\$	\$
Item 019:	\$	\$	\$	\$

EXHIBIT B
PROPOSED METHOD OF PERFORMANCE

The evaluation of the bidder's proposed method of performance shall be subjective based on the requirements stated herein. Therefore, the bidder should present detailed information regarding plans and approaches for meeting the objectives and tasks specified in the IFB. The following information should be provided by the bidder in order to verify their proposed method of performance. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

B.1 METHOD OF PERFORMANCE

- 1) The bidder should provide a detailed technical work plan and approach for meeting the requirements in the Performance Requirements section of this IFB. The offeror should include a written narrative addressing each item of the Performance Requirements section.
- 2) The bidder should address data information issues/questions and detail what restrictions, if any, there are on the ownership and/or use of the data provided.

EXHIBIT C
EXPERIENCE, EXPERTISE AND RELIABILITY

The evaluation of the bidder's experience, expertise, and reliability shall be subjective based on the requirements stated herein. Therefore, the bidder should present detailed information regarding current and/or prior experiences in providing the services, expertise of the personnel proposed, and reliability of the organization. The following information should be provided by the bidder in order to verify their proposed experience, expertise, and reliability. The state reserves the right to use this information, including information gained from any other source, in the evaluation process

C.1 BIDDER'S EXPERIENCE

- 1) The bidder should provide a list of other entities for which they, or their proposed subcontractors, have provided the same or similar services as that proposed herein. For each of the agencies, the bidder should provide a contact name at the agency, their telephone number and e-mail address and a description of the application that makes it similar to the application proposed.
- 2) The bidder should provide a list of other entities for which they, or their proposed subcontractors, have provided services other than those required. For each of the agencies, the bidder should provide a contact name at the agency, their telephone number and e-mail address and a description of the application that makes it similar to the application proposed.

C.2 EXPERTISE OF PERSONNEL

- 1) The bidder should describe the expertise of their personnel including their respective job descriptions, qualifications and their roles in the subsequent contract.

C.3 RELIABILITY OF ORGANIZATION

- 1) The bidder should describe the financial and personnel resources of the organization(s) available to support the subsequent contract.

EXHIBIT D
OTHER REQUESTED INFORMATION

D.1 MBE/WBE CERTIFICATION

Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the OEO Internet website and download an application at <http://www.oa.state.mo.us/oao/MBE.html> or contact the MBE/WBE Certification Program at 800-592-6019 or email heyvern@mail.oa.state.mo.us.

_____ MBE _____ WBE _____ BOTH

D.2 PREFERENCE FOR ORGANIZATIONS FOR THE BLIND AND SHELTERED WORKSHOPS

A five (5) bonus point preference shall be granted to bids including products and/or services manufactured, produced or assembled by qualified nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for bids qualifying for the preference.

If the bidder is an organization for the blind or sheltered workshop, then the bidder should provide evidence of qualifications as described herein (i.e., copy of certificate or certificate number).

If the bidder is utilizing an organization for the blind or sheltered workshop as a subcontractor, then the bidder should submit a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract.

D.3 BIDDERS AS EMPLOYEES

- 1) Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information:

Name and title of state employee, General
 Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in bidder's
 organization held by state employee, General
 Assembly member or statewide elected official: _____%

D.4 BIDDER CONTACT INFORMATION:

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, payment address information, etc.

IFB COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding the bid</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

CONTRACT COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

PAYMENT ADDRESS	
STREET ADDRESS:	
CITY, STATE, & ZIP CODE:	

D.5 COOPERATIVE PROCUREMENT:

- 1) The bidder should indicate whether the subsequent contract may be available for other governmental entities to procure the same services as those specified herein:
Yes_____ No_____ (check one)
- 2) If available for other governmental entities, is the pricing the same:
Yes_____ No_____ (check one)
- 3) If not the same, the bidder should provide pricing or pricing methodology to be used by other states.

ATTACHMENT A DATA REQUEST

This attachment represents Missouri's data requirements for the initial implementation of LocationOne. It is based on the National Data Standards tables as published at http://www.iedconline.org/resourcecenter_top.html and reflects our best sense the data that can presently be obtained and published for our communities. Having digested various issues with regard to becoming NDS compliant in each individual data area, this attachment should be considered to supercede the NDS spreadsheets. However, vendors are invited to review the NDS spreadsheets, as well as our Data Request, and suggest any alternative sources, adjustments to variables, etc. that will enhance data quality, reduce cost, etc.

EXCLUDED FROM THE RFP:

Table 4, Locations/Expansions And Closings/Downsizings¹

Table 12, Workers' Compensation and Unemployment Insurance²

For the most part, data provided by vendors will be county/metro/state level information or statistics. The complexity and expense of obtaining and presenting community level data that strictly conforms to the NDS and that might be readily structured and presented in similar fashion is significant. Therefore, it is envisioned that the "community profile" screen may, rather than mimic county profiles in all topic areas, may offer a selection of appropriate descriptive text instead that is designed to briefly address content similar to the corresponding NDS table.

LocationOne programming implications are indicated where an interface for local inputting is presumed to be required by the nature of the data even though a portion of the data may be vendor supplied. There are some areas where data is presumed to be vendor supplied, but where local input may be necessary for complete and up-to-date content. In these areas (R&D facilities or military facilities may be examples), programming for local inputting will not be provided for in LocationOne due to the small number of locals anticipated to be providing such input. Where local input is not generally and broadly required, programming for user input will be foregone in favor of non-web enabled input to the MoDED/LocationOne agent responsible for the content in question.

¹ Vendor potential for this data is considered low and data is expected to be developed locally and by MoDED. Because portions of the database could presumably be partly compiled from existing MoDED information (i.e., locations/expansions and the WARN log), it is recommended that regional MoDED directors assist and coordinate with communities to develop the content of this table.

² Information is statewide and will be supplied by MoDED.

Table 1, Demographics Characteristics
▪ Population and Households

Geography/entity: City/County/MSA/State

Date(s): 1990, 2000, present year, and 5-year projections. Data is updated annually.

Variables/fields: Total population, population by age (numbers and percents under 17, population 18-34, population 35-54, population 55-74, population 75-older)³; median age, number of households, total households, households by income (under \$35,000, households \$35,001-\$50,000, households \$50,001-\$75,000, households \$75,000-above); and median household income.

Sources: U.S. Census Bureau, OSEDA, and other vendors such as Claritas.

▪ Net Migration

Geography/entity: County/MSA/State.

Date(s): Annual for the last five years available. Data is updated annually.

Variables/fields: Net migration (number of persons).

Sources: U.S. Census Bureau, IRS, OSEDA, and other vendors such as Claritas.

▪ Educational Attainment

Geography/entity: County/MSA/State.

Date(s): Latest year available and/or the latest census year.

Variables/fields: Number of persons (and percentages) the population 25 years and over and 25-64 years of age by educational attainment level (under 12 years, 12 years only, 12-15 years, some college, associate degrees, subtotal, college graduates, 16 years-More, 16 years only, total).⁴

Sources: U.S. Census Bureau, OSEDA, and other vendors such as Claritas.

Table 2, Labor Force Characteristics
▪ LAUS Data

Geography/entity: County/MSA/State. Programming will also allocate county data to labor market areas (LMAs).

Date(s): Annual for the last five years available, updated annually. Current monthly number, updated monthly.

Variables/fields: CLF, employment, unemployment, unemployment rate.

³ Do we need to verify availability/suitability of the age and income ranges specified? (i.e., match to census tabs.)

⁴ Only population 25-64 is stipulated in the NDS tables, however the 25 years and over group will allow Missouri to present data more recent than the latest decennial census (annual CPS estimates for states and large MSAs are only reported for 25 and over). (Does a value-added vendor have other data?)

Sources: MoDED, BLS and/or border states' labor departments.

- **Employment by Industry**

Geography/entity: County/MSA/State. Programming will also allocate county data to labor market areas (LMAs).

Date(s): Most recent 2 years available (updated annually), plus latest census year (1990 and/or 2000?) and a 5-year projection.

Variables/fields: Number employed and percent distribution by major industry division.

Sources: Prefer ES202, but other options include Census/Census-based estimates, BEA/REIS.

- **Employment by Occupation**

Geography/entity: County/MSA/State. Programming will also allocate county data to labor market areas (LMAs).

Date(s): Most recent year available (updated annually), plus latest census year (1990 and/or 2000?).

Variables/fields: Employment by major occupational group.

Sources: Census/Census-based estimates.

- **Employment Outside County of Residence**

Geography/entity: County/MSA/State. Programming will also allocate county data to labor market areas (LMAs).

Date(s): Latest census year.

Variables/fields: Number and percent of employed residents working outside county of residence.

Sources: Decennial census.

- **Commute Times**

Geography/entity: County/MSA/State. Programming will also allocate county data to labor market areas (LMAs).

Date(s): Latest census year.

Variables/fields: Median commute time and number and percent of commuters with commute times under 15 min., 15-29 min., and over 30 min.

Sources: Decennial census.

- **Labor Force Participation Rate**

Geography/entity: County/MSA/State. Programming will also allocate county data to labor market areas (LMAs).

Date(s): Latest year available.

Variables/fields: male, female, and total labor force participation rates (%) [which are derived from civilian labor force and civilian non-institutional population aged 16 and over, male and female].⁵

Sources: Census/census-based population data and LAUS data.

▪ **Education and Labor Force**

Geography/entity: County/MSA/State. Programming will also allocate county data to labor market areas (LMAs).

Date(s): Latest year available.

Variables/fields: High school enrollment and graduates (public and private), community college enrollments and graduates, 4-year college enrollments and graduates.⁶

Sources: Missouri Department of Elementary and Secondary Education and comparable institutions in border states; Missouri Coordinating Board for Higher Education and comparable institutions in border states.

▪ **Military Presence Rate**

Military data requested in this table is duplicative of data handled in table 5.

Table 3, Leading Employers

Geography/entity: Company. Programming, vendor and/or community inputs will allocate companies to appropriate community/county/MSA/state profiles.

Date(s): Most recent year available. Annual updating.

Variables/fields: Company name, location (city, county, state), product/service, function (i.e., headquarters, back office, branch manufacturing, distribution, etc.), SIC/NAICS, number of employees, and union presence.

Sources: Vendor compilation from one or more databases such as Harris Selectory, iMarket, infoUSA, etc. (for Missouri and appropriate portions of bordering states) is proposed to provide a baseline database which will be employed by designated community authorities in composing and completing the leading employers lists specified for counties and metropolitan areas.

LocationOne programming implication: Designing menus and other programming in LocationOne necessary for local communities to select/update/revise their major employers lists and to complete potential non vendor fields.

⁵ What is the standard labor force participation rate definition acceptable in the NDS? Typically, the labor force participation rate is obtained by dividing CLF into the civilian non-institutional population aged 16 and over. We will need a source for this population estimate for each county, not just total county population in order to calculate this data. And we would need both by sex. If both of these types of data are not obtained from a vendor who provides such data by sex, then the latest available year for this data may be the latest decennial census.

⁶ College enrollments specified in NDS are FT, but we would prefer to also present HC (and consider HC, PT, FT, FTE?)

Table 5, Military Bases⁷

Geography/entity: Base/installation. Programming will allocate bases/installations to appropriate community/county/MSA/state profiles.

Date(s): Most recent year available. Data will be updated annually.

Variables/fields: Name of facility, branch of service, description of operations, location (city, county, state), number of personnel by type (civilian, military), dependents, annual retiring/separating military personnel, status on base closings list.

Sources: Department of Defense.

Table 6, Research Base

Geography/entity: Research center. Programming will allocate centers to appropriate community/county/MSA/state profiles.

Date(s): Most recent year available. Data will be updated annually.

Variables/fields: Name of research center, location (city, county, state), affiliation, research specialties, annual funding, employment (total and R&D).

Sources: Vendor compilation from one or more databases/directories.

Table 7, Higher Education Resources: 4-Year Institutions

Geography/entity: Institution. Programming will allocate institutions to appropriate county/MSA/state profiles.

Date(s): Most recent year available for each data type. Data will be updated annually.

Variables/fields: Institution name, location (city, county, state), enrollment (HC, FT, PT, FTE, undergraduate, graduate, etc., and degrees conferred by level (bachelors, masters, etc.) and by discipline (degrees by 2-digit CIP or more detailed level as appropriate^{8,9}).

Sources: The National Center for Education Statistics IPEDS database and/or databases maintained by Missouri's Coordinating Board for Higher Education and the appropriate agencies of bordering states.

Table 8, Higher Education Resources: Community Colleges

Geography/entity: Institution. Programming will allocate institutions to appropriate county/MSA/state profiles.

Date(s): Most recent year available for each data type. Data will be updated annually.

⁷ Duplicative military information is requested in table 2. The data on dependents asked for in table 2 is added to this table.

⁸ NDS specification of programs for reporting award data will involve selective processing (including aggregating?) of 4-digit and or 6-digit CIP data.

⁹ Higher education items were also included in NDS table 21 (Quality of Life). All Table 21 items appear duplicative of information required by tables 7 and 8.

Variables/fields: Institution name, location (city, county, state), enrollment (HC, FT, PT, FTE), and awards conferred by level (certificates, associates, etc.) and by discipline (awards by 2-digit CIP or more detailed level as appropriate¹⁰). *[Additionally, data is requested for number or rate of students continuing to 4-year institutions. Source (and inter-state comparability) of this data has not been researched. If it is not readily available in a standard source, then the item will be tabled in initial implementation of Location One.]*¹¹

Sources: The National Center for Education Statistics IPEDS database and/or databases maintained by Missouri's Coordinating Board for Higher Education and the appropriate agencies of bordering states.

Table 9, Vocational/Technical Center Resources

Geography/entity: Institution. Programming will allocate institutions to appropriate county/MSA/state profiles.

Date(s): Most recent year available for each data type. Data will be updated annually.

Variables/fields: Institution name, location (city, county, state), enrollment (HC, FT, PT, FTE), and certificates conferred by level (<1 year, 1, year, etc.) and by discipline (awards by 2-digit CIP or more detailed level as appropriate).

Sources: The National Center for Education Statistics IPEDS database and/or databases maintained by Missouri's Coordinating Board for Higher Education and the appropriate agencies of bordering states.

Table 10, Average Annual Wage by Industry

Geography/entity: County, MSA, state. Programming will also allocate county data to labor market areas (LMAs).

Date(s): Latest year available.

Variables/fields: Employment and average annual salary by major industry division.

Sources: BLS and/or MoDED and border states' labor departments ES-202 (covered employment) data.

Table 11, Occupational Wage Data

Geography/entity: MSA (and MoDED REMI regions or Workforce Investment Areas?) and state.

Date(s): Most recent year available.

Variables/fields: Employment, mean wage, entry wage, experienced wage, mean salary, entry salary, experienced salary by detailed occupation.¹²

¹⁰ NDS specification of programs for reporting award data will involve selective processing (including aggregating?) of 4-digit and or 6-digit CIP data.

¹¹ Higher education items were also included in NDS table 21 (Quality of Life). All table 21 items appear duplicative of information required by tables 7 and 8.

¹² Presume that LocationOne should adopt occupational classes that correspond to the OES/SOC classifications used in BLS and state labor agency wage surveys.

Sources: MoDED and/or BLS OES data for MSAs and state. Additional MoDED-defined regions could be implemented.

Table 13, Labor-Management Relations**▪ Unionization Rates**

Geography/entity: MSA/state (based on known source, if other coverage is available, vendor should incorporate additional options in bid).

Date(s): Most recent year available. Data will be updated annually.

Variables/fields: Percent union members and percent covered by collective bargaining agreement for all workers and for manufacturing workers.

Source: Annual Bureau of National Affairs source known; vendor invited to suggest other/better as appropriate.

▪ Union Elections (statistics and events)

Geography/entity: Companies with 50 or more employees. Programming will allocate events to appropriate county/MSA/state profiles.

Date(s): Election events occurring in the last 5 years. Data will be updated annually.

Variables/fields: Company name, location (city, county, state), industry (SIC/NAICS broad sectors), union name, date, eligible voters, yes votes, and no votes.¹³ Data required also includes summary statistics (percent of elections won by unions) for the last 5 years. These will be provided by vendor (or may be derived from the database?).

Source: National Labor Relations Board and/or Bureau of National Affairs.

▪ Work Stoppages (statistics and events)

Geography/entity: Company. Programming will allocate events to appropriate county/MSA/state profiles.

Date(s): Work stoppage events occurring in the last 5 years. Data will be updated annually or at more frequent intervals.

Variables/fields: Company name, location (city, county, state), industry (SIC/NAICS broad sectors), union name, number of striking workers, date stoppage began, date stoppage ended, duration (days) of stoppage.¹⁴ Data required also includes summary statistics (number of strikes and average duration) for the last 5 years. These will be provided by vendor (or may be derived from the database?).

Source: Federal Mediation and Conciliation Service and/or Bureau of National Affairs.

¹³ Note that NLRB election summaries provide city and state and they also do not include industry information. County and or MSA and industry codes will have to be input by vendor or other party.

¹⁴ Note that FMCS reports provide city and state. County and or MSA will have to be input by vendor. Industry/product or service is included in the FMCS reports, but not SIC/NAICS. Duration will have to be derived from begin/end dates.

Table 14, Transportation**▪ Major Highways Linking Area**

Geography/entity: County/MSA.

Date(s): Latest year. Updated annually.

Variables/fields: Names of roadways (by type) inside or forming a boundary of the area.

Sources: Vendor to create information for each county based on some consistent standard.

▪ Nearest Interstate and/or Limited Access 4-Lane Highways

Geography/entity: County/MSA/State.

Date(s): Latest year. Updated annually.

Variables/fields: Names of roadways (by type) near area, plus distance to¹⁵ and direction for each.

Sources: Vendor to create information for each county based on some consistent standard.

▪ Nearest Metropolitan Areas

Geography/entity: County/MSA/State.

Date(s): Latest year. Reviewed/updated annually.

Variables/fields: Names of 5 nearest metropolitan areas and distance in miles to each.

Sources: Vendor to create information for each county based on some consistent standard.

▪ Motor Carriers

Geography/entity: County/MSA.

Date(s): Latest year available. Updated annually.

Variables/fields: Number of common carriers serving area, number of common carriers with local terminals.

Sources: Counts obtained from a business directory or appropriate statistical source.

LocationOne programming implication:

▪ Railroads

Geography/entity: County/MSA/State

Date(s): Latest year available. Updated annually.

Variables/fields: Name of rail carrier(s), classification of carrier (national or shortline), classification of local line (main or branch), distance to nearest switching yard¹⁶.

¹⁵ Not part of the content of the State Profile.

¹⁶ Distance to nearest switching yard item not part of State Profile.

Sources: Vendor created from information on rail carriers and carrier lines operating in the state of Missouri. (Utilize www.aar.org, www.aslrra.org, individual rail carrier system maps, etc.).

- **Commercial Airports**

Geography/entity: Airport. Programming or vendor will allocate airports to county/MSA/state profiles.

Date(s): Most recent year available (except "days closed," for which three years data is required). Data updated annually.

Variables/fields: Name, location (city, county, state), hub status, control tower hours of operation, number of runways, length of longest runway, names of passenger carriers serving the airport, names of charter carriers serving the airport, names of cargo carriers serving the airport, capital expansion plan, total daily nonstop flights, number daily nonstop flights by city (6 largest cities served), total days closed due to weather (3 years), distance from county/MSA/state.

Sources: Department of Transportation (Office of the Assistant Secretary for Aviation and International Affairs, FAA, etc.) and other aviation industry databases.

- **General Aviation Airports**

Geography/entity: Airport. Programming or vendor will allocate airports to county/MSA profiles.

Date(s): Most recent year available. Data updated annually.

Variables/fields: Name, location (city, county, state), number of runways, length of longest runway, instrument landing capabilities, hour of operation, total days closed due to weather (3 years), distance from county/MSA.

Sources: FAA and other aviation industry databases.

- **Ports**

Geography/entity: River ports. Programming and/or vendor/local input will allocate ports to county/MSA/state profiles.

Date(s): Most recent year available. Data reviewed/updated annually.

Variables/fields: Name, location (city, county, state), distance from county/MSA, channel depth, turning basin, barging facilities, general cargo facilities, containerized facilities, storage facilities, highways serving port, railways serving port.

Sources: Corps of Engineers sources (either the Port Series or the Mississippi and Missouri River Navigation Charts which both contain data on commercial waterway facilities).

- **Shipping Services**

Geography/entity: County/MSA/state.

Date(s): Most recent year. Updated annually.

Variables/fields: Number of freight forwarders serving area, number of import/export brokers serving area, number of international courier firms serving area.¹⁷

Sources: Obtain counts from a standard business directory or appropriate statistical source.

- **Foreign Trade Zones**

Geography/entity: Foreign Trade Zones. Programming, vendor, and/or local authority will allocate FTZs to county/MSA/state profiles.

Date(s): Most recent year. Reviewed/updated annually.

Variables/fields: Name of FTZ, location (city, county, state), acres, operator.

Sources: U.S. Foreign Trade Zones Board (Dept. of Commerce, International Trade Administration).

- **Customs Port of Entry**

Geography/entity: Customs Port of Entry. Programming, vendor, and/or local authority will allocate FTZs to county/MSA/state profiles.

Date(s): Most recent year. Reviewed/updated annually.

Variables/fields: Name, location (city, county, state), description/type.

Sources: U.S. Customs Service.

- **Warehouses**

Geography/entity: County/MSA/state.

Date(s): Most recent year. Updated annually.

Variables/fields: Number of bonded warehouses in area, number public warehouses in area.¹⁸

Sources: Obtain counts from a standard business directory, Customs Service directory, or appropriate statistical source.

- **Overnight Express Service Availability**

Geography/entity: Service provider facilities. Programming, vendor, and/or local input will allocate service providers to county/MSA profiles.

Date(s): Most recent year. Updated annually.

Variables/fields: For each provider (FedEx, UPS, Airborn, DHL): hub classification, latest pick-up time, earliest delivery, next day delivery guarantee, Saturday delivery, zone classification. For USPS: nearest general mail, latest pick-up time, earliest delivery, next day delivery states, nearest bulk mail facility.

Sources: Recommend vendor compile appropriate data for each named provider's local facilities.

¹⁷ Should county data be counts just for the county or should the county profile report number of firms in some standard multi-county region (like LMA)?

¹⁸ Should county data be counts just for the county or should the county profile report number of firms in some standard multi-county region (like LMA)?

Table 15, Taxation¹⁹

▪ **Property Tax: Personal Property and Commercial and Industrial Real Property Rates**

Geography/entity: City or sub-city location. Programming or vendor will allocate these areas to county/MSA/state profiles.

Date(s): Most recent year available. Updated annually.

Variables/fields: Assessment ratios (personal property and real property), levies (state, county, city, school district, special districts, total); effective personal property tax rate, effective real property tax rate.

Sources: State Tax Commission of Missouri, County Clerks.²⁰

Table 16, Occupancy/Supply²¹

▪ **Average Cost per Acre for Fully Developed Sites**

Geography/entity: MSA.

Date(s): Most recent year available. Data is updated annually.

Variables/fields: Price per acre (city and suburban) of developed office and industrial sites.

Source: SIOR, NAI, CoStar, or other appropriate source.

▪ **Average Asking Rents and Vacancy Rates**

Geography/entity: MSA.

Date(s): Most recent year available. Data is updated annually.

Data required is asking rents (city and suburban) of office (A, B, C), industrial and warehouse space.

Source: SIOR, NAI, CoStar, or other appropriate source.

¹⁹ Other components of the NDS taxation table are predominately state-wide and will be completed by MoDED and excluded from the RFP.

²⁰ Local input is an option that the advisory committee would like to avoid. It is probable that the data could be collected and compiled in a more accurate/standard/efficient manner by a vendor from State Tax Commission resources and/or county clerk levy reports. Local authorities and regional MoDED directors might cooperate in identifying the “major employment centers” NDS specifies and then vendor could compile levies.

²¹ Due to definitional and other issues, the Business Parks section and the Permit Approval Times section are excluded from the RFP and from the initial implementation of LocationOne. Additionally, the Name of Building section is assumed to be redundant to the sites and buildings component of LocationOne and is excluded from the county profiles component in the initial implementation of LocationOne.

Table 17, Utilities Serving Major Industrial/Office Areas²²

- **Electric Power**

Geography/entity: Electric utility company (programming or vendor to allocate to County/Metro profiles).

Date(s): Current year. Updated annually.

Variables/fields: name of company, communities (city/county) served, state electric power deregulated (y/n), if yes, effective date of full deregulation and define form of deregulation.

Source: Compile from industry or agency source and/or provider survey.

- **Natural Gas**

Geography/entity: Natural gas service company (programming or vendor to allocate to County/Metro profiles).

Date(s): Current year. Updated annually.

Variables/fields: availability (y/n), name of provider, communities (city/county) served.

Source: Compile from industry or agency source and/or provider survey.

- **Telecommunications**

Geography/entity: City or telecom company (programming or vendor to allocate to County/Metro profiles).

Date(s): Current year. Reviewed/revised annually.

Variables/fields: Number of local service providers, number of long distance service providers, number of central offices of local service providers; name of company, communities (city/county) served, switch technology (digital/analog), fiber service provided (y/n), ISDN available, ADS2 available, central office on self-healing fiber ring, dual feed from 2 switching offices likely available, points of presence (POPs) of long distance carriers and description of facilities.

Source: Compile from industry or agency source and/or provider survey.

- **Business Support Services**

Geography/entity: County/metro.

Date(s): Current year. Updated annually.

Variables/fields: Count of businesses in 5 industries: tool and die, machine shop, welding, office equipment service and repair, temporary employment services.

Source: Compile from a standard comprehensive business directory or appropriate statistical source.

- **Postal Service**

²² Water and Sewer section is excluded from the RFP due to presumption of local submission.

Geography/entity: Mail facilities (general and bulk). Programming and/or vendor will allocate to county/metro profiles.

Date(s): Latest year available. Updated annually.

Variables/fields: Name of facility, location (city, county, state), distance from community, on-time rating, efficiency rating, guaranteed service/delivery territory.

Source: U.S. Postal Service.

Table 18, Environmental

- **Attainment Status**

Geography/entity: County/metro/state.

Date(s): Latest year available. Updated annually.

Variables/fields: Indication of attainment status (yes/no) for federal air pollution regulations for 6 pollutants: carbon monoxide, lead, nitrogen dioxide, ozone, particulate matter, sulfur dioxide. Annotation of "no" answers with degree of exceedence and anticipation of change in status.

Source: U.S. Environmental Protection Agency.

- **Landfills and Hazardous Waste Disposal**

Geography/entity: Landfills and hazardous waste disposal sites. Programming and/or vendor will allocate to county/metro profiles.

Date(s): Latest year available. Updated annually.

Variables/fields: Name, location (city, county), class, capacity available, new capacity planned.

Source: Missouri Department of Natural Resources.

- **Licensed Hazardous Waste Haulers**

Geography/entity: County/metro.

Date(s): Latest year available. Updated annually.

Variables/fields: Count of licensed hazardous waste haulers serving area.

Source: Missouri Department of Natural Resources.²³

²³ Assume can extract counts of hazardous waste haulers by county from the licensing authority's database. Can we simply indicate number in each county or should hauler counts be allocated to a county from a range of surrounding counties by some consistent standard? Does DNR licensing specify a hauler's geographic range of operation within the state that would allow us to handle this differently?

Table 19, Government

Geography/entity: City/county/state. Programming and/or vendor may allocate data (city and congressional district?) to county/metro/state profiles.

Date(s): Current year. Updated annually.

Variables/fields: For cities and counties: form of government, number of elected officials, name/title of top elected official, date of top official elected and date term expires. Plus several similar and additional items regarding governor, state legislature, etc., U.S. Congresspersons and Senators.

Source: Missouri Secretary of State, Missouri Municipal League.²⁴

Table 20, International Resources

- **Foreign Affiliated Companies**

Geography/entity: Company. Programming or vendor will allocate to metro/state profiles.

Date(s): Current year. Updated annually.

Variables/fields: Company name, location (city/county/state), country of foreign parent, employment.²⁵

Source: Compile in conjunction with MoDED and metropolitan region economic development organizations.

- **Internationally Oriented Business and Fraternal Organizations**

Geography/entity: Organization. Programming or vendor will allocate to metro/state profiles.

Date(s): Current year. Updated annually.

Variables/fields: Name, address (street, city, state, zip), country orientation, membership.

Source: Compile in conjunction with MoDED and metropolitan region economic development organizations.

- **International Business Services and Related**

Geography/entity: Metro/state.

Date(s): Current year. Updated annually.

Variables/fields: Counts of foreign bank branch operations, local banks with international departments, consulates by country (full service/honorary), import/export brokers, international courier services, language translation firms.

²⁴ Based on direct and indirect indications in the Missouri Blue Book, required data appears to be centrally collected and no local reporting is indicated.

²⁵ Number of companies by country is also specified in the NDS table. Question the availability of this beyond what may be derived from the state's selective/incomplete directory of foreign owned firms, however, seek vendor advice on alternatives.

Source: Compile in conjunction with MoDED and metropolitan region economic development organizations, and/or business databases or other appropriate sources.

- **International Air Service**

Geography/entity: Airport. Programming or vendor will allocate to metro/state profiles.

Date(s): Current year. Updated annually.

Variables/fields: airport name, location (city/county/state), nonstop international service destinations and number of weekly non-stop flights to each.

Source: Vendor and or MoDED.

- **Foreign Country/Region Programs at Colleges/Universities**

Geography/entity: College/university. Programming or vendor will allocate to metro and state profiles.

Date(s): Current year. Updated annually.

Variables/fields: University name, location (city/county/state), names of relevant degree program(s).

Source: National Center for Education Statistics (IPEDS).²⁶

Table 21, Quality-Of-Life²⁷

- **Climate**

Geography/entity: Weather station/city. Vendor will select the most appropriate in-county weather station to use for each county (based on available weather record quality).

Date(s): Preference would be for “normals” data from the weather record. “Normals” are not understood to require annual updating.

Variables/fields: Name of weather station, location (city/county), average daily temp (July/Jan, high/low/average), annual average temp, average annual rainfall, average annual snowfall, average annual wind speed, average number of sunny/partly sunny days, elevation level.²⁸

Source: National Climatic Data Center, Midwestern Climate Center, Champaign IL, and/or Missouri Climate Center.

²⁶ IPEDS data on degrees conferred in Foreign Languages and Literatures and in Area, Ethnic, and Cultural Studies sub-disciplines would seem to provide the basis for the requested inventory. Assume that some institutions in border states will be included as appropriate for bi-state metro areas.

²⁷ The Taxes section of this table is considered redundant to information handled in Table 15. The Higher Education section is redundant to Tables 7 and 8.

²⁸ Available weather variables vary among weather stations. The most complete array of weather data is available for 4 Missouri stations (KC, St. Louis, Columbia, and Springfield). Other stations are expected to lack certain data types (such as sunny days and wind speed). Should we supplement the county's best weather data with complete data from the nearest of the 4 “full-service” stations? Also, there appear to be more counties in Missouri than there are stations with long-term climate records (@80 vs. 115). Vendor may need to allocate weather stations to counties.

- **Housing**

Geography/entity: County/metro/state.

Date(s): Most recent annual data. Updated annually.

Variables/fields: Homes on market by type (single family, townhouses, condominiums); average sales prices for homes by type (with one or more size specifications for each type); number of homes for sale by price (4 price ranges); apartment rents (2 apartment types); apartment vacancy rate.

Source: Claritas or like vendor as available.²⁹

- **Public Elementary and Secondary Education**³⁰

Geography/entity: School district. Programming and/or vendor will allocate school districts to county/metro/state profiles.

Date(s): Current year. Updated annually.

Variables/fields: Enrollment (elementary and secondary); student-teacher ratios; H.S. graduates; spending (per student, total spending, instructional spending); ACT test scores and % of students taking the test³¹; destinations of H.S. graduates (% attending college, % entering labor market).³²

Source: Missouri Department of Elementary and Secondary Education.

- **Private Elementary and Secondary Education**

Geography/entity: School. Programming and/or vendor will allocate data to county/metro/state profiles.

Date(s): Current year. Updated annually.

Variables/fields: Name of school, location (city/county/state), school type or grade range³³, enrollment, average annual tuition³⁴.

²⁹ The MLS system does not cover the entire state and does not have any centralized data capabilities. Local data providers would have difficulty collecting this data in an objective manner. Believe that Claritas and potentially other vendors have a form of this data. Believe the specified data is unduly detailed and complicated. In the initial implementation in LocationOne it would be acceptable to use vendor supplied home price data, whether or not it conforms re home type, etc.

³⁰ Note that several items from the NDS have been omitted. This is on the basis of the advisory committee's cost/benefit triage for the initial implementation of LocationOne. These variables can be reevaluated later.

³¹ Permission to republish DESE's data on these tests may be not be assumed, based on past experience. However, the alternative of compiling test score data locally is very problematic. If republication of school district ACT data remains an issue, aggregation to county is feasible.

³² Note that there are issues regarding definitions for elementary/secondary, for teachers (classroom teachers, certificated staff, etc., for spending (total vs. current), that affect the comparability of our data and that of other states.

³³ NDS table specifies that it wants the counts of schools and enrollments by elementary and secondary classifications, however, for private schools, this type of division does not necessarily apply very well.

³⁴ Tuition data is believed to not be included in the NCES database. Vendor could be invited to propose alternatives or LocationOne will opt out of this item on the basis of cost/benefit in initial implementation.

Source: National Center for Education Statistics (Private School Universe Survey/Private School Locator).

- **Hospitals³⁵**

Geography/entity: Hospital. Programming and/or vendor will allocate data to county/metro/state profiles.

Date(s): Current year. Updated annually.

Variables/fields: Name of hospital, location (city/county/state), status (teaching, non-teaching), beds³⁶.

Source: Missouri Department of Health, State Center for Health Statistics, similar agencies in bordering states (and/or American Hospital Association or Hospital Blue Book?).

- **Health Care Manpower**

Geography/entity: County/metro/state.

Date(s): Current year. Updated annually.

Variables/fields: Counts of physicians and dentists, physician/population and dentist/population ratios.

Source: Missouri Department of Health, State Center for Health Statistics, similar agencies in bordering states.

- **Crime**

Geography/entity: City/county/metro/state. Programming and/or vendor will allocate data to county/metro/state profiles.

Date(s): Current year. Updated annually.

Variables/fields: Crime index offenses by type, population. Programming will aggregate offense by type to violent, property, and total and calculate crime rates.

Source: Missouri State Highway Patrol's annual *Crime and Arrest Digest*; FBI Uniform Crime Report.³⁷

³⁵ NDS table also specifies "outpatient clinics." Propose dispensing with this item in the initial implementation of LocationOne due to definitional, data source/collection, and other issues.

³⁶ Beds can be total and staffed. Either national NDS specifications need to be clarified, or LocationOne should handle both.

³⁷ Vendor/MoDED should evaluate the relative quality of these two sources. While the FBI's Uniform Crime Report may be the conventional source for this data, it's coverage of areas in Missouri appears to be less comprehensive than that of the MSHP and their data appears to be consistent with the FBI report. The relative value and character of the partial county data in either source should be compared to the municipal data that is available.

**STATE OF MISSOURI
DEPARTMENT OF ECONOMIC DEVELOPMENT
TERMS AND CONDITIONS -- INVITATION FOR BID**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Department of Economic Development (DED)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DED. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DED to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DED.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DED.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DED if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DED, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DED in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DED monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the IFB based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the bidder must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DED reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.

- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DED and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

5. SUBMISSION OF BIDS

- a. Bids may be submitted either electronically through the State of Missouri's On-Line Bidding website or a hard copy delivered to the DED offices. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Delivered bids must be sealed in an envelope or container, and received in the DED office no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DED office, may be modified by signed, written notice which has been received by the DED prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DED office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DED prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DED must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be posted on the state's On-Line Bidding website after the official opening date and time. The DED will not provide prices or other bid information via the telephone.
- b. It is the bidder's responsibility to ensure that the bid is received by DED by the official opening date and time.
- c. Bids which are not received by the DED prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DED to be in the best interest of the State of Missouri.
- c. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DED reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DED reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DED reserves the right to reject any and all bids. When all bids are unacceptable and circumstances do not permit a rebid, DED may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DED to the successful bidder. The DED reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DED based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DED posts all bid results on the On-line Bidding website for a reasonable period after bid award and maintains images of all bid file material for review. Bidders who include an email address with their bid will be notified of the award results via email.
- l. The DED reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DED's acceptance of the response (bid) by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DED or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DED.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DED, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DED may cancel the contract. At its sole discretion, the DED may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DED within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DED will issue a notice of cancellation terminating the contract immediately.
- c. If the DED cancels the contract for breach, the DED reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DED deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DED immediately.
- b. Upon learning of any such actions, the DED reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DED shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DED until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 11/08/01